

**The State of Alabama,**

**SHELBY County**

This lease, made 17<sup>th</sup> day of FEBRUARY 1995

by and between JEFFREY D. BOOMHOWER, party of the first part

and MARSHA D. BROWN

party of the second part:

WITNESSETH, That the party of the first part does hereby rent and lease unto the party of the second part the following premises in SHELBY CO., ALABAMA LOCATED ON HWY. 83. 3 ACRES TO BE DETERMINED BY SURVEY OBTAINED BY PURCHASER. (SEE ATTACHED EXHIBIT FOR APPROXIMATE LOCATION)

for occupation by HER as A PERSONAL RESIDENCE and not otherwise, for and during the term of 180 MONTHS to-wit: from the 17<sup>th</sup> day of FEBRUARY 1995 to the 17<sup>th</sup> day of FEBRUARY 2010

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of

TWELVE THOUSAND & NO/100 DOLLARS

of which sum \$160.00 is paid in cash, the receipt of which is hereby acknowledged

is divided into 180 payments of \$160.00

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each evidenced by notes bearing legal interest, payable at the office of JEFFREY D. BOOMHOWER on the 17<sup>th</sup> day of each month, during said term, in advance, being at the rate of \$1920.00 per annum. And should the

party of the second part fail to pay the rents as they become due, as aforesaid, or violate any other condition of this Lease, the said party of the first part shall then have the right, at their option, to re-enter the premises and annul this Lease. And in order to entitle the party of the first part to re-enter, it shall not be necessary to give notice of the rents being due and unpaid, or to make any demand for the same, the execution of this Lease signed by the said parties of the first and second part, which execution is hereby acknowledged, being sufficient notice of the rents being due and the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding. And the party of the second part agrees to comply with all the laws in regard to nuisance, in so far as premises hereby leased are concerned, and by no act render the party of the first part liable therefor, and to commit no waste of property, or allow the same to be done, but to take good care of the same; nor to under-lease said property nor transfer this Lease without the written consent of the party of the first part, hereon endorsed; and further, this Lease being terminated, to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said term, natural wear and tear excepted.

In the event of the employment of an attorney by the party of the first part, on account of the violation of the conditions of this Lease by the party of the second part, the party of the second part hereby agrees that SHE shall be taxed with said attorney's fee. And as a part of the consideration of this Lease, and for the purpose of securing the party of the first part prompt payment of said rents as herein stipulated, or any damage that party of the first part may suffer either by failure to surrender quiet and peaceable possession of said premises, as aforesaid, or for any damage whatever, may be awarded said party of the first part under this contract, the said party of the second part hereby waives all right which SHE may have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the party of the second part exempted from levy and sale, or other legal process.

The party of the second part agrees to pay all taxes on the above described property during said term as the same becomes due; and also agrees to pay all assessments for street and sidewalk improvements, should any be made against said property.

It is understood and agreed that at the end of said term if the party of the second part has complied with each and all conditions of this Lease, then the party of the first part agrees that the rent paid under his Lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed OF WARRANTY conveying said property to the party of the second part.

It is further understood and agreed that if the party of the second part fails to pay the monthly rent as it becomes due; and becomes as much as two months in arrears during the first year of the existence of this Lease, or as much as three months in arrears on such payments at any time thereafter, or should fail to pay the taxes on the said property when the same becomes due, or should fail to comply with any condition or requirement herein, then on the happening of any such event by the party of the second part forfeits his rights to a conveyance of said property, and all money paid by the party of the second part under this contract shall be taken and held as payment of rent for said property, and the party of the second part shall be liable to the party of the first part as a tenant for the full term of said Lease, and the provisions herein "that the rent paid under this Lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed with a warranty of title conveying said property to the party of the second part," shall be a nullity and of no force or effect; and the failure of the party of the second part to comply with any of the conditions of this instrument shall ipso facto render the said provision a nullity, and make the said party of the second part a lessee under this instrument, without any rights whatever except the rights of lessee without any notice or action whatever upon the part of the party of the first part.

It is further understood and agreed that if the party of the second part should at any time before the maturity thereof desire to pay off the remaining monthly payments, as named herein SHE shall have the right to do so, and shall be entitled to a rebate on such advancements of all unearned interest, it being intended that only the earned interest shall be collected.

ANY PAYMENTS RECEIVED AFTER THE 27<sup>th</sup> OF THE MONTH WILL BE ASSESSED A 10% LATE CHARGE. PURCHASER MUST CARRY LIABILITY INSURANCE IN THE AMOUNT OF \$100,000 OR ABOVE.

IN TESTIMONY WHEREOF We have set our hands and seals in duplicate this 17<sup>th</sup>

day of February 1995

Margaret P. Duck

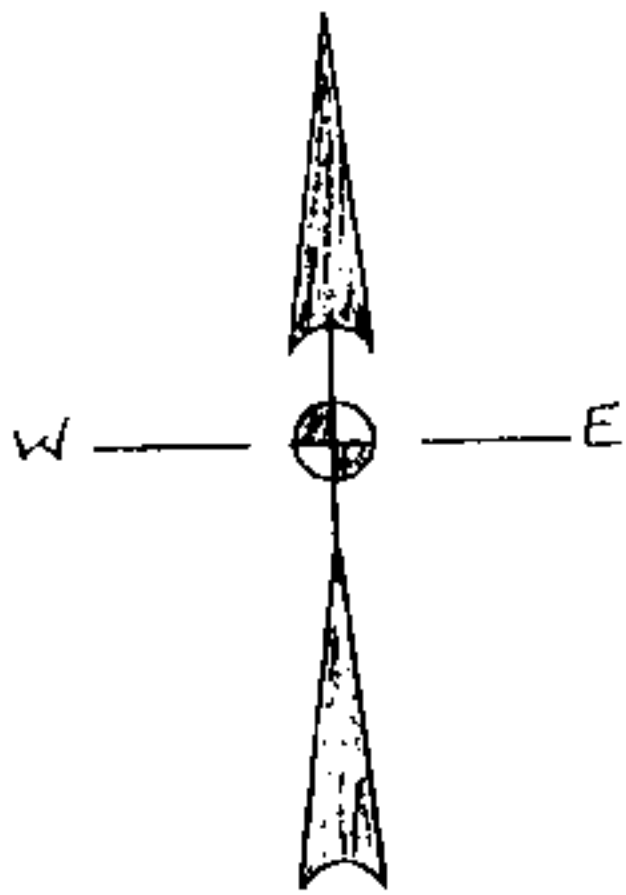
Marsha D. Brown (L. S.)

Notary Public

My Commission Expires 4-6-96

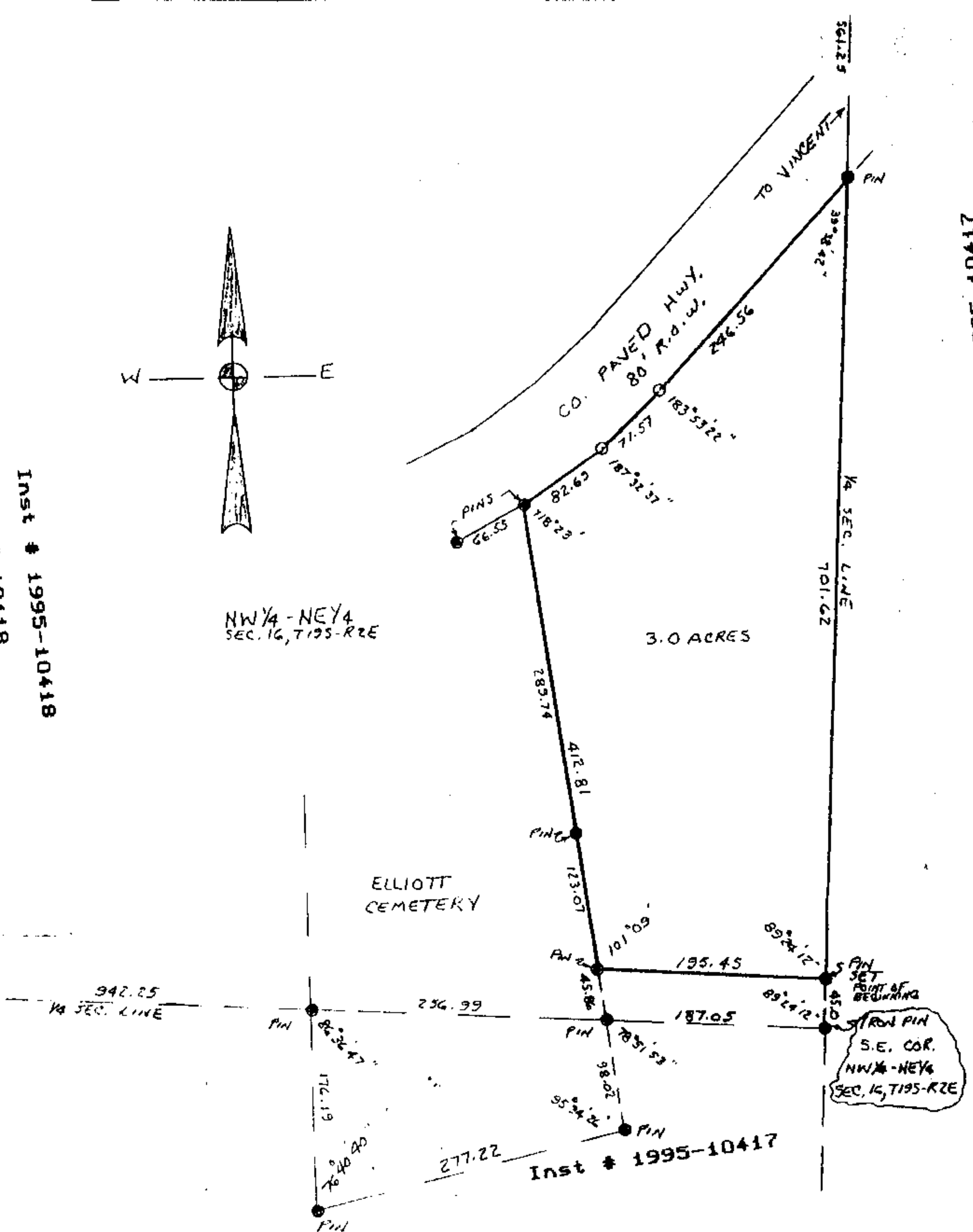
3488 Hwy. 83  
Vincent, AL 35172  
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SHELBY COUNTY JUDGE OF PROBATE

Inst # 1995-10418  
 04/21/1995-10418  
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 SHELBY COUNTY JUDGE OF PROBATE  
 002 MCD 12.00



NW¼-NE¼  
 SEC. 16, T19S-R2E

Inst # 1995-10417



State of Alabama  
 Shelby County

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 SHELBY COUNTY JUDGE OF PROBATE  
 002 MCD 12.00

I the undersigned licensed land surveyor in and for the State of Alabama hereby certify the foregoing to be a true and correct map of my survey of the 3.0 acre lot shown hereon and more particularly described as follows:

Description to-wit:

From the S.E. corner of the NW¼-NE¼ of Section 16, T19S-R2E, run thence North along the East boundary of said NW¼-NE¼ a distance of 45.0 feet to the point of beginning of herein described lot; thence continue along said course a distance of 701.62 feet to a point on the Southeasterly boundary of a Co. Hwy. (80.0' R.O.W.); thence turn 140°21'18" left and run 246.56 feet along said Hwy. boundary; thence turn 03°53'22" right and run 71.57 feet along said Hwy. boundary; thence turn 07°32'37" right and run 82.62 feet along said Hwy. boundary; thence turn 61°37' left and run 412.81 feet; thence turn 78°51' left and run 195.45 feet to the point of beginning of herein described lot, containing 3.0 acres.

I hereunto set my hand this the 6th. day of March, 1995.

HICKEY LAND SURVEYING, INC.

*Sam W. Hickey*  
 SAM W. HICKEY

4848  
 AL. Reg.



HICKEY LAND SURVEYING, INC.		
P.O. BOX H SYCAMORE, AL. 35150 205-247-4248		
DATE	MARCH 6, 1995	JOB NO.
SCALE	1" = 100'	95-H-044

\*In general, this survey & map meets M.T.S. criteria.

TYPE	BOUNDARY
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